

Exhibit A



Notice of Service of Process

Transmittal Number: 17105845
Date Processed: 09/06/2017

Primary Contact: Bruce Buttaro
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Entity:	Liberty Mutual Group Inc. Entity ID Number 2541558
Entity Served:	Liberty Mutual Group
Title of Action:	Blueskye Industries, LLC vs. Liberty Mutual Group
Document(s) Type:	Citation/Petition
Nature of Action:	Contract
Court/Agency:	Bexar County District Court, Texas
Case/Reference No:	2017CI15039
Jurisdiction Served:	Texas
Date Served on CSC:	09/06/2017
Answer or Appearance Due:	10:00 am Monday next following the expiration of 20 days after service
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Jeremy Sloan 210-343-5000

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

PRIVATE PROCESS



2017CI15039 S00001

Case Number: 2017-CI-15039

BLUESKYE INDUSTRIES LLC**VS.****LIBERTY MUTUAL GROUP**

(Note: Attached Document May Contain Additional Litigants.)

IN THE DISTRICT COURT
57th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS**CITATION****"THE STATE OF TEXAS"****Directed To: LIBERTY MUTUAL GROUP**BY SERVING ITS REGISTERED AGENT, CORPORATION SERVICES COMPANY DBA LAWYERS
INCORPORATING SERVICE COMPANY

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this CITATION and ORIGINAL PETITION, a default judgment may be taken against you." Said ORIGINAL PETITION was filed on the 14th day of August, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 30TH DAY OF AUGUST A.D., 2017.

JEREMY SLOAN
ATTORNEY FOR PLAINTIFF
1000 CENTRAL PKWY N 100
SAN ANTONIO, TX 78232



Donna Kay McKinney
Bexar County District Clerk
101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Monica Hernandez*, Deputy

BLUESKYE INDUSTRIES LLC
VS
LIBERTY MUTUAL GROUP

Officer's Return

Case Number: 2017-CI-15039
Court: 57th Judicial District Court

I received this CITATION on the _____ day of _____, 20____ at _____ o'clock ____M. and () executed it by delivering a copy of the CITATION with attached ORIGINAL PETITION on the date of delivery endorsed on it to _____, in person on the _____ day of _____, 20____ at _____ o'clock ____M. at _____ or () not executed because _____

Fees: _____ Badge/PPS #: _____ Date certification expires: _____

_____, County, Texas

By: _____

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO THIS _____

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is _____, my date of birth is _____, and my address is _____
_____, County.

I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of Texas, on the _____ day of _____, 20____.

Declarant _____

RETURN TO COURT (DK002)

PRIVATE PROCESS



2017CI15039 500001

Case Number: 2017-CI-15039

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_____, County, Texas

By: _____

OR: VERIFICATION OF RETURN (If not served by a peace officer) SWORN TO THIS _____

NOTARY PUBLIC, STATE OF TEXAS

OR: My name is _____, my date of birth is _____, and my address is _____ County.

I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of Texas, on the _____ day of _____, 20____.

Declarant _____

ORIGINAL (DK002)

FILED
8/14/2017 4:08 PM
Donna Kay McKinney
Bexar County District Clerk
Accepted By: Bianca Salinas

CI + PPS / SAC /
MW 8/23/17
JD

2017CI15039

CAUSE NO. _____

BLUESKYE INDUSTRIES, LLC	§	57th	IN THE DISTRICT COURT
VS.	§	_____	JUDICIAL DISTRICT COURT
LIBERTY MUTUAL GROUP	§		BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW PLAINTIFF, Blueskye Industries, LLC and files this its Original Petition complaining of Liberty Mutual Insurance and would respectfully unto this Court as follows:

1. DISCOVERY CONTROL PLAN

1.1. Plaintiff intends to conduct discovery in this lawsuit under Level 3 of the Texas Rules of Civil Procedure 190.4 and affirmatively plead that this suit is not governed by the expedited-actions process in Tex. R. Civ. P. 169.

2. PARTIES

2.1. Plaintiff, Blueskye Industries, LLC is a Texas Limited Liability Company with its principal place of business located in Universal City, Texas.

2.2. Defendant Liberty Mutual Group is a Massachusetts based insurance company, authorized to do business in the State of Texas and may be served by serving its registered agent for service of process, Corporation Services Company dba Lawyers Incorporating Service Company located at 211 E. 7th St., Suite 620, Austin, TX 78701-3218

2.3.

3. VENUE

3.1. Venue is proper in the District Courts in Bexar County because all or substantially all of the events giving rise to the lawsuit occurred in Bexar County.

4. FACTS

4.1. On or about December 22, 2016, Defendant Liberty Mutual issued a policy of insurance to Plaintiff Blueskye Industries, LLC. Included as part of the coverage of that policy was a protection against theft of business equipment. The insurance policy called for a "Limit of Insurance – Replacement Cost - \$50,000.00."

4.2. On February 20, 2017, Plaintiff's business was burglarized. Plaintiff's called the police department and made a full report of the incident, including a listing of those items that had been stolen. A copy of the police report is attached hereto as Exhibit 1.

4.3. Later that same day, Plaintiff's called their insurance agent, Dan Kay Agency, Inc. to report the loss and file a claim on their insurance policy.

4.4. There is no question, the loss suffered by Plaintiff's is a covered loss. There is no question the replacement value of the items lost by Plaintiff's is in excess of the policy limits of the subject insurance policy.

4.5. Yet, to date, almost six months after the date of loss, Liberty Mutual has yet to provide Plaintiff with a determination of this claim. Liberty Mutual has been provided with all the information they have requested from Plaintiff. If Liberty Mutual does not have the information, it is because the information does not exist or is not within Plaintiff's control.

4.6. Further, Plaintiff Liberty Mutual deposed the husband and wife owners of Plaintiff, Mr. Charles and Dawn Jackson for a combined six hours on or about June 20, 2017.

4.7. Liberty Mutual is allegedly still reviewing this claim. This is a blatant attempt by Liberty Mutual to delay payment of a rightful claim. Liberty Mutual has no valid reason to deny Plaintiff's claim. Liberty Mutual has not denied Plaintiff's claim. Liberty Mutual simply continues to delay its decision for some inexplicable reason.

5. CAUSES OF ACTION

Breach of Contract

5.1. Plaintiff and Liberty Mutual entered into an insurance contract. Plaintiff has lived up to every single obligation it has under that insurance contract. Liberty Mutual owes certain duties to Plaintiff. Liberty Mutual is in breach of those duties by wrongfully delaying a decision on Plaintiff's claim.

Violations of the Texas Insurance Code

5.2. Additionally, Liberty Mutual is in violation of § 541.060 of the Texas Insurance Code, because 1) it has failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of this claim despite liability being reasonable clear; 2) it has failed to provide the policy holder a reasonable explanation of the basis in the policy, in relation to the facts or applicable law, for the insurer's denial of a claim or offer of compromise settlement of a claim; 3) failing within a reasonable time to: (a) affirm or deny coverage of a claim to a policy holder; and 4) Refusing to pay a claim without conducting a reasonable investigation with respect to the claim.

5.3. Liberty Mutual's actions in this regard amount to unfair settlement practices, Defendant Liberty Mutual's unreasonable delays were committed knowingly. Plaintiff Blueskye is therefore entitled to treble damages, plus attorneys fees and interest.

6. DAMAGES

6.1. As a result of Liberty Mutual's breach of contract and violations of the insurance code, Plaintiff Blueskye has been damaged by not receiving the insurance proceeds it contracted for with Liberty Mutual. Plaintiff therefore seeks:

- 6.1.1. Economic damages for the loss of its business equipment;
- 6.1.2. Attorney's fees as allowed under Tex. Civ. Prac. & Rem. Code § 38.001 for breach of contract.
- 6.1.3. Attorney's fees as allowed by Tex. Bus. & Com. Code § 17.50 (d).
- 6.1.4. Attorney's fees as allowed by the Tex. Ins. Code § 541.152.
- 6.1.5. Treble damages for Liberty Mutual's knowing conduct.
- 6.1.6. Pre and post judgment interest at the highest rate allowed by law.
- 6.1.7. Costs of Court.

7. PRAYER

7.1. Plaintiff Blueskye Industries, LLC prays, that upon notice and hearing, it be granted judgment against Defendant. Plaintiff Blueskye prays for such other and further relief to which it may show itself justly entitled.

8. JURY DEMAND

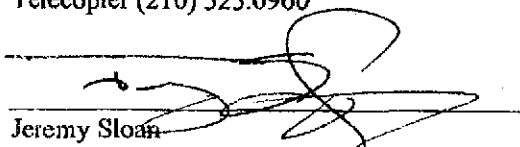
8.1. Plaintiff Blueskye Industries, LLC hereby demands a trial by jury as to all questions of fact that may exist between the parties.

9. REQUESTS FOR DISCLOSURE

9.1. Pursuant to Tex. R. Civ. P. 194 Plaintiff hereby serves notice on all Defendants, its Requests for Disclosure. Defendants are required to provide information described in Tex. Civ. P. 194.2(a)-(l) within 50 days of receipt of service of this lawsuit.

Respectfully Submitted,

CHUNN PRICE HARRIS & SLOAN PLLC
1000 Central Parkway N, Ste. 100
San Antonio, TX 78232
Telephone (210) 343.5000
Telecopier (210) 525.0960



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Blueskye Industries, LLC.*

